a retail butcher sold diseased meat to a customer for immediate consumption there was a warranty of wholesomeness, whether the buyer relied on his own judgment or on that of the seller. The fundamental principles on this subject are that when the buyer relies on the judgment of the seller a warranty will be implied, but when he relies on his own judgment it will not. The first case was decided strictly on these principles, and is good law in both England and America. The second, on the other hand, is an instance of the departure by most of our courts from the uniform application of these principles which is the English practice. Our courts say that while the general rule is doubtless as above stated, and applies to the case of sales of food from dealer to dealer, and from private individual to consumer, yet in the case of sales from dealer to consumer there is an exception, and there a warranty will always be implied, no matter whose judgment is relied on. It is hard to find on exactly what ground these decisions rest. The authorities relied on seem for the most part to run back to a statement of Blackstone that a seller of corrupt victuals is liable in deceit, and to some English cases which hold the seller responsible in tort because the act of selling was a statutory crime. Neither of these sources give any support to the idea of a warranty. Accordingly it would seem that the American rule must rest wholly on the uncertain ground that it is necessary to the health of the community. Now in many of the cases which the American rule decides to-day a like result could be reached under the English rule. Though the buyer may, by inspection, tell that the meat is beef and not mutton, it is practically impossible for him to discover the germs of disease, and he must rely wholly on the seller to show him the meat of a healthy animal. In such cases an implied warranty of soundness might well be found without resort to any exceptional doctrines, and notwithstanding the general statement by the courts that in a purchase with inspection the buyer takes the risk of all latent defects. As to those cases where the result reached by the American rule does conflict with the fundamental principle of warranty, it would seem much better for the courts to leave the protection of the public health to the legislature.

NO INSURANCE AGAINST SUICIDE. — That no recovery could be had on a policy of life insurance, when the insured person had taken his own life, would probably appear to the mind of every layman an evidently sensible conclusion. The legal intellect, as it would seem from two recent cases, is not so easily satisfied. In the case of *Ritter* v. *Mutual Life Insurance Co.*, 18 Sup. Ct. Rep. 300, the plaintiff's testator insured his life for the benefit of his estate in the defendant company, and afterwards having fallen into hopeless financial embarrassments, deliberately killed himself, with the purpose of securing the discharge of his liabilities by means of the insurance money. The opinion of the whole court, delivered by Mr. Justice Harlan, denies the liability of the company for two reasons. In the first place, they say, the contract was not intended to cover the risk of death by suicide, against which the company would certainly have refused to insure expressly. This method of reasoning, however, is not always safe, for there are many risks undeniably covered by an unqualified policy which the company would refuse to undertake if they were called to its notice and required to be expressly mentioned. It is the fair meaning of the words used, not the particular contingencies which happen to be actu-

ally in the minds of the parties at the time of making the contract, which must determine the liabilities of the defendant. It may be said that suicide is not within the fair meaning of the terms, but certainly it is within the literal meaning, and insurance contracts are strictly construed. Much the better reason for the decision, and one well supported by authority, is that the law will not allow a recovery in consequence of act of self-destruction, whether or not the parties intended that there should be such a recovery. The standard authority on this point is *Fauntleroy's Case* (*Amicable Society, etc.* v. *Bolland*, 4 Bligh, N. R. 194, 211), where it was held that the insurer was not liable on the death of the insured by the hands of justice. The reasoning of that case is perfectly applicable to this one, and is simply to the effect that the law will not allow an action to be maintained, because to do so would offer to desperate men a temptation or encouragement to commit suicide or do something to get themselves hanged. The reality of this danger is strikingly illustrated by the facts of the present case.

A still more recent case, on the other hand, while noticing the decision above discussed, comes to an opposite conclusion on the strength of a distinction that would seem to be of doubtful validity. The Pennsylvania Supreme Court, in *Morris* v. *State Mutual Insurance Co.*, 39 Atl. Rep. 52, decided with little discussion that if a life-policy is made payable to a man's wife, instead of his estate, the wife is not prevented from suing for the money by the fact that he killed himself. For this proposition the court quote two New York cases, in both of which the reasoning is extremely brief and unsatisfactory, proceeding apparently on the theory that suicide can prevent recovery only as a breach of an implied condition, which breach not being in this case the act of the plaintiff, the beneficiary, ought not to be a bar to her action. Now if the contract never did, nor could, cover the risk of suicide, no question of conditions is raised, and the identity of the beneficiary makes no difference. Every consideration of public policy would seem to go as strongly against recovery by a wife as against recovery by an executor. A man is at least as likely to kill himself for the benefit of his wife as for the benefit of his creditors.

ASSIGNMENT OR BILL OF EXCHANGE? — Some legal writers maintain with much spirit that the holder of an uncertified check should be allowed to sue the bank upon which the instrument is drawn, if the bank, having sufficient funds of the drawer in its hands, refuse to pay. Various theories are advanced in support of this proposition; perhaps the view most earnestly insisted upon is that the check operates as an equitable assignment *pro tanto* of the fund against which it is drawn. The late cases of *Niblack* v. *Park National Bank*, 48 N. E. Rep. 438 (Ill.), and *House* v. *Kountze*, 43 S. W. Rep. 561 (Tex.), respectively uphold and deny the correctness of this contention.

It is settled law that the relation between a banker and his customer is that of debtor and creditor; and unquestionably the customer may quite as properly assign this claim as any other chose in action which he possesses. But the notion that the assignment may be made by means of a check seems to be founded in a total misconception of the true nature of such an instrument. It is conceived that an uncertified check is in reality nothing but a bill of exchange drawn upon a bank; that it is simply — what it imports on its face to be — an order to pay a certain